

SECTION 00800 SPECIAL PROVISIONS

A.1 Statement of Purpose. The primary purpose of the proposed contract is to provide emergency temporary roof repair services in support of contracts for disasters or emergency missions assigned to the U.S. Army Corps of Engineers by the Federal Emergency Management Agency (FEMA) within the constraints of Clause 52.216-19, Order Limitations, and may, but is not limited to utilize this contract for other Temporary Roof Repair requirements it may have within the specified geographic location. The geographic area covered by this solicitation is: The Hawaiian Islands. This contract may require deployment for disasters in other Pacific Island Regions. Should this situation occur, the contracting officer will negotiate an escalation factor to be applied to the price schedule for this contract, based any current wage rates applicable or extraordinary mobilization costs.

A.1.1 Mobilization of Additional Contractors. The Government will utilize this contract for all requirements up to \$100,000 and fully expects to exercise the IDIQ Option in the event of disaster responses with temporary roofing missions estimated in excess of that dollar value. The Government, however, reserves the right to mobilize additional contractors if determined to be necessary in order to meet disaster response mission requirements.

A.3 The Contract.

A.3.1 Contract Type, Value and Performance Period.

Any contract to be awarded as a result of this solicitation will be a firm-fixed-priced Phase I Requirements contract for \$100,000.00, with a Phase II Indefinite Delivery/Indefinite Quantity (IDIQ) Option to increase the contract capacity up to an additional \$49,900,000.00, resulting in a total estimated contract value of \$50,000,000.00 for the base and each optional ordering period and a total estimated contract amount of \$250,000,000.00.

- (1) The contract will provide for a base ordering period commencing on September 15, 2002 and ending at midnight on 30 November 2003 and options for four (4) additional one-year ordering periods, commencing on December 1, 2003 through November 30, 2007.
- (2) The Government reserves the right to exercise the Phase II IDIQ Option for increased capacity at any time within each ordering period of the contract. If the Phase II IDIQ option is exercised, the Government guarantees that it shall order a minimum of \$998,000.00 for the first performance period (2%), or \$499,000.00 for each optional performance period(1%)of services; and further reserves the unilateral right to exercise the IDIQ option incrementally, in dollar values to be determined by the government at the time of each exercise of this option, not to exceed a total of \$49,900,000.00 within each ordering period of the contract.

A.3.2 Estimated Total Quantity. Due to the nature of disasters or emergency responses, there is no way to realistically estimate the quantity of services that may be required under this contract. In order to allow for more realistic pricing, the Contract Schedule includes Contract Line Items for various size events. A description of the estimated dollar values of these events are as follows: (a) Small Event, (b) Medium Event, and (c) Large Event.

SMALL EVENT –

For estimating purposes, a small event will be defined as one whose overall roofing mission is estimated between \$1 million - \$5 million in damages. Should the IDIQ option (Phase II) be exercised, task orders shall be awarded based on pricing in the Price Schedule for a "Small Event" until the

cumulative total per disaster reaches \$4,900,000. Once the cumulative total for task orders awarded reaches this total, task orders will be awarded based on the pricing in the Price Schedule for a "Medium Event."

Ordering Period	Requirements	Phase II – Priced as SMALL Event until value reaches:
Base	\$100,000	\$4,900,000
First Option	\$100,000	\$4,900,000
Second Option	\$100,000	\$4,900,000
Third Option	\$100,000	\$4,900,000
Fourth Option	\$100,000	\$4,900,000

MEDIUM EVENT –

For estimating purposes, a medium event will be defined as one whose overall roofing mission is estimated between \$5 million - \$25 million in damages. Should the IDIQ option (Phase II) be exercised, task orders shall be awarded based on the pricing in the Price Schedule for a "Medium Event" when the cumulative total is greater than \$4,900,000 but less than \$25,500,000. Once the cumulative total for task orders awarded in a single disaster reaches the pricing schedule maximum of \$25,500,000, task orders will then be awarded based on the pricing schedule associated with a Large Size event.

Ordering Period	Requirements	Phase II – Priced as MEDIUM Event until value reaches:
Base	\$100,000	\$25,500,000
First Option	\$100,000	\$25,500,000
Second Option	\$100,000	\$25,500,000
Third Option	\$100,000	\$25,500,000
Fourth Option	\$100,000	\$25,500,000

LARGE EVENT –

For estimating purposes, a large event will be defined as one whose overall roofing mission is estimated between \$25 million - \$50 million in damages. Should the IDIQ option (Phase II) be exercised, task orders shall be awarded based on pricing in the Price Schedule for a "Large Event" once the cumulative total per disaster exceeds \$25,500,000. Orders awarded during a single performance period can not exceed a cumulative total of \$49,900,000.

Ordering Period	Requirements	IDIQ Option
Base	\$100,000	\$49,900,000
First Option	\$100,000	\$49,900,000
Second Option	\$100,000	\$49,900,000
Third Option	\$100,000	\$49,900,000
Fourth Option	\$100,000	\$49,900,000

A.3.3 Minimum Guarantee. The requirements portion of this contract contains no minimum guarantee other than the first \$100,000 of contract expenditure towards a declared event. If exercised, the IDIQ Option (Phase II) shall contain the following minimum guarantees:

Base performance period: \$998,000.00 (2% of the Option maximum)
Optional performance periods: \$499,000.00 (1% of the Option maximum)

A.3.4 Services subject to the Requirements Clause of the contract.

Except as otherwise authorized by the Order Limitations Clause or the Requirements Clause of this solicitation and resultant contract, emergency temporary roof repair services required as a result of a mission assigned to the USACE by FEMA shall be ordered under this contract. In accordance with paragraph (c) of the Requirements Clause, the Contractor is hereby notified that the Government is not obligated to order emergency temporary roof repair services for any customer other than FEMA under this contract.

A.4 Operation of the Contract.

A.4.1 Task Orders. The contract will operate by the issuance of written task orders (verbal orders may be issued and later confirmed in writing). **WARNING: ONLY A CONTRACTING OFFICER HAS AUTHORITY TO ORDER SERVICES UNDER THIS CONTRACT. NO OTHER GOVERNMENT EMPLOYEE, INCLUDING CONTRACTING OFFICER'S REPRESENTATIVES, HAS AUTHORITY TO ORDER SERVICES. THE CONTRACTOR IS HEREBY SPECIFICALLY DIRECTED TO REFRAIN FROM PERFORMING SERVICES THAT HAVE NOT BEEN ORDERED BY THE CONTRACTING OFFICER. FAILURE TO FOLLOW THIS DIRECTION MAY RELIEVE THE GOVERNMENT OF LIABILITY FOR PAYMENT FOR SERVICES THAT WERE NOT ORDERED BY THE CONTRACTING OFFICER.**

A.5 Line Items for Submittals. The proposed contract contains separate line items for submittals normally required before the Contractor is permitted to proceed with the work (e.g., QC plan and accident prevention plan). In order to increase its state of preparedness, the Government may elect to issue a task order for the submittals at any time after the contract is awarded. The order for submittals could be the only order placed against the proposed contract if no requirement for emergency temporary roof repair services develops; therefore, the Contractor shall ensure that the prices bid for these items represent reasonable costs associated with these items. Note: If and when task orders are issued against this contract, the Contractor may be required to prepare and submit other documents. If such submittals are required, the costs of providing them shall be deemed to be included in the prices of line items for installing plastic, panels, joists and rafters.

A.6 Notification of Intent to Exercise Options. The Government will give the Contractor notice at least 60 days prior to contract expiration date of intent to exercise the options for additional periods of time. Due to the emergency nature of the work, the Government will be unable to give advance notice of intent to exercise IDIQ options.

A.7 Wages.

General Wage Decision HI020001 dated 5/3/02 is incorporated into this solicitation and resultant contract. Wages to be paid in accordance with labor provisions stated elsewhere in the solicitation.

A.8 Performance Period.

The performance period shall commence 0700 hours within 12 hours following receipt of the task order. The contractor shall demonstrate increasing progress towards the minimum production target within the designated number of ramp-up days. The number of ramp-up days and minimum target production level will vary depending on the event.

<u>Event</u>	<u>Days to Ramp-up</u>	<u>Minimum Production Target</u>
Small	5-Days	200 Roofs/Day
Medium	10-Days	700 Roofs/Day
Large	10-Days	1500 Roofs/Day

The contractor's ramp-up to full production shall be at a minimum:

Small Event: 2nd day – 25% of minimum production target.
 3rd day – 50% of minimum production target.
 4th day – 75% of minimum production target.
 5th day – 100% of minimum production target.

Medium Event
or Large Event:
 2nd day – 15% of minimum production target.
 4th day – 25% of minimum production target.
 6th day – 50% of minimum production target.
 8th day – 75% of minimum production target.
 10th day – 100% of minimum production target.

A.9 LIQUIDATED DAMAGES (LD's)

Because the services to be provided under the proposed contract directly affect the quality of life of citizens who have been affected by a disaster, the Government has a strong interest in having the work commence at the earliest possible date and finish at the earliest possible date. When either start or completion is delayed, the Government's reputation for responsiveness to citizens in need is damaged. In addition, significant resources are expended to support deployment of Government forces, realized sometimes by multiple agencies. To address the importance attached to both start and completion and to partially compensate the Government for damages suffered when either start or completion is delayed, each task order issued under the resultant contract will include a 2-phase performance period. The first phase will be for mobilization and build-up or ramp-up to full production. The second phase will be for full production. In accordance with the Liquidated Damages – Construction clause of the contract, the Contractor will be subject to assessment of Liquidated Damages for each phase as follows:

SERVICE: Installation of Government-furnished plastic, contractor-furnished panels, joists and rafters.

MOBILIZATION/RAMP-UP PHASE: Liquidated damages to be assessed at the following rates:

Small Event: 2nd day – \$958 (25% of \$3,833.00) for failure to meet minimum production target.
 3rd day – \$1,917 (50% of \$3,833.00) for failure to meet minimum production target.
 4th day – \$2,875 (75% of \$3,833.00) for failure to meet minimum production target.
 5th day – \$3,833.00 for failure to meet minimum production target.

Medium Event
or Large Event:

Day 2/3 – \$575 (15% of \$3,833.00) for failure to meet minimum production target.
Day 4/5 – \$958 (25% of \$3,833.00) for failure to meet minimum production target.
Day 6/7– \$1,917 (50% of \$3,833.00) for failure to meet minimum production target.
Day 8/9– \$2,875 (75% of \$3,833.00) for failure to meet minimum production target.
10th day – \$3,833.00 for failure to meet minimum production target.

FULL PRODUCTION: Liquidated damages to be assessed at \$3,833.00 per day for each day that the minimum production target is not maintained.

A.9 INVOICING DATA:

A.9.1. Submit/mail invoices to: Invoices shall be submitted to the address identified on each task order.

A.9.2. All invoices will be identified with the resultant Contract Number and Task Order Number.

A.9.3. Payment will be made by:

USACE Finance and Accounting Center
5700 Wasp Avenue
Millington, TN 38054

A.10 CONTRACT ADMINISTRATION DATA:

A.10.1. The contract will be awarded and administered by:

U. S. Army Corps of Engineers, Omaha District
CENWO-CT-C
106 South 15th Street
Omaha, NE 68102-1618

A.10.2 Capacity to award and administer delivery orders against this contract will be delegated to other USACE Districts and warranted USACE Contracting Officers as needed.